

Council/Agency Meeting Held: _____	City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 8/20/2007	Department ID Number: HR 07-12

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: Honorable Mayor and City Council Members

SUBMITTED BY: Penelope Culbreth-Graft, DPA, City Administrator

PREPARED BY: Michele Carr, Human Resources Director

SUBJECT: Approve contract between the City of Huntington Beach and Carl Warren & Co. to provide liability claims processing

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: The City of Huntington Beach maintains a program of self-insurance for general liability pursuant to the California Tort Claims Act. The City desires to retain the services of Carl Warren & Co. to provide assistance in administering this program.

Funding Source: This contract in an amount not to exceed \$289,750.00 will be paid from appropriations made in Business Unit 10030502.69365 Liability Insurance fund in the 2006/07 budget.

Recommended Action: Motion to: Approve the agreement between the City of Huntington Beach and Carl Warren & Co. for liability claims processing.

Alternative Action(s): Do not approve the agreement between the City of Huntington Beach and Carl Warren & Co. and direct staff to solicit more bids.

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 8/20/2007

DEPARTMENT ID NUMBER: HR 07-12

Analysis: Carl Warren & Co. will provide claims handling services on claims against the City, its officers, agents and employees. Services shall include but are not limited to: Receipt, examination and investigation of reports of accidents, incidents, claims or cases, which are or may be the subject of claims. Carl Warren & Co. will also provide claims adjusting services, administrative services and legal services as outlined in the contract.

Staff sent out Request for Proposals (RFPs) for claims handling services to prospective Third Party Administrators and received five responses. Listed below are the weighted scores of the five proposals:

Carl Warren & Co.	382.30	Gregory B. Bragg	253.50
Tristar	296.70	NovaPro	253.50
FARA	281.40		

Based on total weighted scores resulting from the review and evaluation of the proposals, staff is recommending Carl Warren & Co. to provide claims handling services. The City has utilized Carl Warren & Co. for many years and has been satisfied with their services.

Strategic Plan Goal: This request meets the strategic goal under City Services of providing quality public service with the highest professional standards to meet community expectations and needs, assuring that the city is sufficiently staffed and equipped overall.

Environmental Status: N/A

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Agreement between the City of Huntington Beach and Carl Warren & Co.
21	2.	Purchasing Certificate
23	3.	Certificate of Insurance

E5.3

ATTACHMENT #1

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
Carl Warren & Company

FOR
Liability Claim Investigation and Processing

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
Carl Warren & Company
FOR
Liability Claim Investigation and Processing

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____, by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and Carl Warren & Company, a _____ corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide liability claim investigation and processing services _____; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Kevin D. Sovereign who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence as soon as practicable after the execution of this Agreement by CITY (the three (3) years from "Commencement Date"). This Agreement shall expire on Commencement date, unless sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date of this Agreement. These times may be extended with the written permission of CITY. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Two hundred eighty nine thousand seven hundred fifty Dollars (\$ 289,750.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall

approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. shall state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and

all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Patti Williams
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Carl Warren & Company
Attn: Kevin D. Sovereign
770 S. Placentia Avenue
Placentia, CA 92870 - 6832

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement

which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the *United States Code* regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof,

each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supercede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers the day, month and year first above written.

CONSULTANT / CONTRACTOR

Carl Warren & Company

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

By: Carly Siebert
Carly Siebert
print name

ITS: (circle one) Chairman President Vice President

Mayor

City Clerk

AND

By: Tom Bergh
Tom Bergh
print name

ITS: (circle one) Secretary Chief Financial Officer Asst.
Secretary - Treasurer

APPROVED AS TO FORM:

Erin M. Felt 5/31/07 City Attorney 5/26/07

INITIATED AND APPROVED:

Deputy City Admin Director / Chief

REVIEWED AND APPROVED:

[Signature]
City Administrator

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EXHIBIT "A"

A. STATEMENT OF WORK: *(Narrative of work to be performed)*

The City of Huntington Beach maintains a program of self-insurance for general liability pursuant to the California Tort Claims Act. The Consultant shall assist the City in administering such a program including the investigation, adjustment, processing, supervision and resolution of claims asserted by third parties against the City, its officers, agents and employees.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

The Consultant is to provide the City with the following services:

1) Investigative Services.

- a) Consultant shall provide investigative services on claims against the City, its officers, agents, and employees. Such services shall include, but is not limited to: Receipt, examination and investigation of reports of accidents, incidents, claims or cases, which are or may be the subject of claims. The term "investigation" shall include on-site investigation, necessary photographs, the interviewing of witnesses, the determination of losses, and other such investigative services necessary to determine City's liability and financial exposure, if any.
- b) Conduct and/or engage, on behalf of the City, the services of independent outside investigators to conduct all field investigation that is needed to properly handle general and automobile claims. The selection of outside investigators shall be made from a list approved by the City.
- c) Without compromising the quality of investigation, make every attempt to conduct as much investigation from the office as possible before conducting outside investigation and/or engaging the services of outside investigators. In the event that outside investigation is necessary, monitor outside investigation to minimize expense.

2) Claims Adjustment Services.

Consultant shall provide claims adjustment services on claims against the City, its officers, agents, and employees. Such services shall include, but is not limited to:

- a) Screen accident reports for legitimate potential claims and attempt to initiate rapport with claimant before attorney involvement, while caring not to solicit unlikely claims.
- b) Attempt to settle or recommend denial of claims.
- c) Prepare necessary reports of claims filed to the City's primary and excess carriers.
- d) Serve as liaison between carriers and the City on matters affecting the adjustment of claims, unless otherwise advised by the City Attorney.
- e) Establish and maintain a file for each potential claim reported.

3) Administrative Services.

Consultant shall provide administrative services that include, but is not limited to:

- a) The assignment of qualified personnel, including at least one principal account adjuster, to efficiently and effectively meet the scope of services listed in this section. Such assignment shall be subject to approval of the City.
- b) Preparation of a Monthly Status Report on all claims including litigated claims. Copies of the report shall be furnished to both the City Attorney and Risk

EXHIBIT "A"

Management within twenty (20) days of the close of each calendar month. The Monthly Status Report shall include, but is not limited, to the following:

- ◆ The details of each claim. This includes a list of all claims segregated by policy year showing the following: policy year, case number, claimant's name, cause of loss description, date of loss, type of loss, status, losses paid to date, reserves, and total incurred
 - ◆ The outstanding reserves of each claim and details of all claim payments during the month, and
 - ◆ The cost of investigation
 - ◆ Claims opened and closed during the month
 - ◆ Active liability litigation
- c) The establishment and periodic review of reserves on all open claims (litigated and non-litigated).
- d) Maintain a procedure to alert necessary persons of important dates with respect to the claims.

4) Legal Support Services.

Consultant shall provide legal support services on each litigated claim. Such services shall include, but is not limited to:

- a) Municipal, Superior or Federal Court Litigation. Upon notification by City that suit has been filed on any claim, the Consultant shall:
- ◆ Contact the City Attorney and provide her with all information and files concerning said claims
 - ◆ Maintain liaison with Risk Management and provide such investigation services as are required by the City Attorney, and outside counsel, if any, during pre-trial and trial stages
 - ◆ Assist the City Attorney, and outside counsel, if any, in answering any interrogatories filed by the claimant as required by the City Attorney
- b) Small Claims Litigation. Consultant shall assist Risk Management in Small Claims actions filed against City on claims handled by Consultant by providing Risk Management with:
- ◆ Names of witnesses to be subpoenaed
 - ◆ Necessary evidence
 - ◆ Assistance at the trial, including appearance as a witness, if necessary

C. CITY'S DUTIES AND RESPONSIBILITIES:

- 1) City shall provide Consultant with copies of documents within its control without charge and shall make City employees available for interviews at reasonable times.
- 2) City will furnish at no cost to Consultant copies of attorney's reports and other relevant materials for Consultant's use in preparing case analysis or status reports and for reviewing purposes, but CITY will not incur any additional expenses in such regard.

D. WORK PROGRAM/PROJECT SCHEDULE:

To be determined

EXHIBIT "B"

Payment Schedule

1. Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY or as otherwise arranged with CITY.

2. CONSULTANT shall be entitled to a full payment towards the fixed fee set forth herein in accordance with the following fee schedule:

November 27, 2006 - November 26, 2007

Hourly Service Rate	\$52.00 per hour
Telephone	8% of services
Photocopies	\$.25 per page
Transcription	\$5.00 per page
File Set-up	\$26.00
Mileage	\$0.45 per mile
Photos	\$2.25 per photo
Tapes	\$2.00 per tape
Index Bureau/OFLAC	\$15.00 each
Office Expense	15% of services
Monthly administration fee	\$750.00
(Includes data processing and inputting data on claims handled by the City)	

Annual Fee (not to exceed) \$92,500.00

*Based on 150 new claims per year. Claims in excess of 150 will be billed at the hourly rate plus add-ons as above.

November 27, 2007 - November 26, 2008

Hourly Service Rate	\$53.00 per hour
Telephone	8% of services
Photocopies	\$0.30 per page
Word-processing	\$5.00 per page
File Set-up	\$26.50
Mileage	\$0.45 per mile
Photos	\$2.25 per photo
Tapes	\$2.00 tape
Index Bureau/OFLAC	\$15.00 each
Office Expense	15% of services
Monthly administration fee	\$750.00
(Includes data processing and inputting data on claims handled by the City)	

Annual Fee (not to exceed)**\$97,750.00**

*Based on 155 new claims per year. Claims in excess of 155 will be billed at the hourly rate plus add-ons.

November 28, 2008 - November 26, 2009

Hourly Service Rate	\$54.00 per hour
Telephone	8% of services
Photocopies	\$0.30 per page
Word-processing	\$5.00 per page
File Set-up	\$27.00
Mileage	\$0.45 per mile
Photos	\$2.25 per photo
Tapes	\$2.00 per tape
Index Bureau/OFLAC	\$15.00 each
Office Expense	15% of services
Monthly administration fee	\$750.00
(Includes data processing charges and inputting data on claims handled by the City)	

Annual Fee (not to exceed)**\$99,500.00**

*Based on 160 new claims per year. Claims in excess of 160 will be billed at the hourly rate plus add-ons.

In addition, all allocable loss expenses including but not limited to legal fees, appraisal fees, expert witness fees, report fees, photocopying service charges or similar charges are to be pass-through expenses paid by the City.

CONSULTANT agrees to inform the City when CONSULTANT is at the point of reaching the maximum limit per year. CONSULTANT shall not continue with any work effort over the amount of the maximum limit per year unless first authorized in writing by the City authorized representative(s).

3. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

4. CONSULTANT shall submit to CITY an invoice for each progress payment due. Such invoice shall:

- 1) Reference this Agreement;
- 2) Describe the services performed;
- 3) Show the total amount of the payment due;
- 4) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- 5) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

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ATTACHMENT #2



CITY OF HUNTINGTON BEACH

Professional Service Contracts Purchasing Certification

RECEIVED

1 APR 24 2007

City of Huntington Beach
City Attorney's Office

1. Date: 4/10/2007
2. Department: Human Resources
3. Requested by: Patti Williams
4. Name of consultant: Carl Warren & Co.
5. Attach the written statement of the specification, conditions and other requirements for the requested services that was provided to solicited consultants in your answer to 11 of this form.
See Exhibit A
6. Amount of the contract: \$289,750.00
7. Are sufficient funds available to fund this contract? ^{✓ ok} ☒ Yes ☒ No
8. Is this contract generally described on the list of professional service contracts approved by the City Council? ☒ Yes ☐ No
9. Company number and object code where funds are budgeted: 10030502.69365
10. Is this contract less than \$50,000? ☐ Yes ☒ No
11. Does this contract fall within \$50,000 and \$100,000? ☐ Yes ☒ No
12. Is this contract over \$100,000? ☒ Yes ☐ No
(Note: Contracts requiring City Council Approval need to be signed by the Mayor and City Clerk. Make sure the appropriate signature page is attached to contract.)
13. Were formal written proposals requested from at least three available qualified consultants?
☒ Yes ☐ No
14. Attach list of consultants from whom proposals were requested (including a contact telephone number).
see attached.
15. Attach proposed scope of work.
See Exhibit A
16. Attach proposed payment schedule.
See Exhibit B

Department Head Signature

RICHARD AMADRIL, Manager
Purchasing/Central Services

1. If the answer to this question is "No," the contract will require approval from the City Council.

ATTACHMENT #3

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ACORDTM		CERTIFICATE OF INSURANCE		ISSUE DATE 05/21/2007																					
PRODUCER MSW Insurance Services, Inc. 19100 Von Karman Ave. Suite 900 Irvine, CA 92612 License #0E55346			This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.																						
			COMPANIES AFFORDING COVERAGE																						
INSURED Carl Warren & Co. 770 S. Placentia Ave Placentia, CA 92870			Company A Federal Insurance Company																						
			Company B Executive Risk Indemnity Inc.																						
			Company C Everest National Ins Co																						
			Company D																						
			Company E																						
This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.																									
CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY																					
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> General Aggregate Limit applies per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location	35843979	05/04/2007 05/04/2008	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>FIRE DAMAGE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>MEDICAL EXPENSE</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERS. AND ADVERTISING INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS AND COMP. OPER. AGG.</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>		EACH OCCURRENCE	\$ 2,000,000	FIRE DAMAGE	\$ 2,000,000	MEDICAL EXPENSE	\$ 10,000	PERS. AND ADVERTISING INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000								
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input type="checkbox"/> Non-owned Automobiles <input type="checkbox"/>	73535617	05/04/2007 05/04/2008	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>COMPREHENSIVE</td><td style="text-align: right;">\$1000 deductible</td></tr> <tr><td>COLLISION</td><td style="text-align: right;">\$1000 deductible</td></tr> </table>		COMBINED SINGLE LIMIT	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	COMPREHENSIVE	\$1000 deductible	COLLISION	\$1000 deductible								
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C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	CA20010825071 (HI & NC only) & CA0010824071 (CA & all other states)	03/01/2007 03/01/2008	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>WC Statutory Limit</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Other</td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr><td>EL EACH ACCIDENT</td><td style="text-align: right;">\$</td><td></td><td></td><td>1,000,000</td></tr> <tr><td>EL DISEASE (Each employee)</td><td style="text-align: right;">\$</td><td></td><td></td><td>1,000,000</td></tr> <tr><td>EL DISEASE (Policy Limit)</td><td style="text-align: right;">\$</td><td></td><td></td><td>1,000,000</td></tr> </table>		WC Statutory Limit	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>		EL EACH ACCIDENT	\$			1,000,000	EL DISEASE (Each employee)	\$			1,000,000	EL DISEASE (Policy Limit)	\$			1,000,000
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B	ERRORS AND OMISSIONS	6802-6616	05/04/2007 05/04/2008	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>E&O</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>		E&O	\$ 3,000,000		\$		\$		\$		\$										
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The City of Huntington Beach, its agents, officers and employees are Additional Insureds as respects to the General Liability coverage as required by written contract subject to policy terms, conditions, and exclusions.																									
APPROVED AS TO FORM  JENNIFER McGRATH, City Attorney																									
CERTIFICATE HOLDER The City of Huntington Beach Risk Manager 2000 Main Street Huntington Beach, CA 92648			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.																						
			Authorized Representative 																						
			E5.24																						
			Page 1 of 1 Certificate ID # 11XPTDI1																						

Liability Insurance

Endorsement

Policy Period MAY 4, 2006 TO MAY 4, 2007
Effective Date MAY 4, 2006
Policy Number 3584-39-79WUC
Insured CARL WARREN & COMPANY

Name of Company FEDERAL INSURANCE COMPANY
Date Issued MAY 17, 2006

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

Schedule

THE CITY OF COSTA MESA
IT'S SELECTED AND APPOINTED BOARDS, OFFICERS,
AGENTS AND EMPLOYEES
77 FAIR DRIVE
COSTA MESA, CALIFORNIA 92626
CITY OF BEVERLY HILLS
455 N REXFORD DRIVE, ROOM 190
BEVERLY HILLS, CA 90210-4817
CITY OF GARDEN GROVE

E5 . 25

Liability Endorsement
(continued)

RISK MANAGER
P.O. BOX 3070
GARDEN GROVE, CA 92642
CITY OF HUNTINGTON BEACH, ITS AGENTS, OFFICERS & EMPLOYEES
ATTN: RISK MANAGER
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648
COUNTY OF SAN LUIS OBISPO COUNTY ADMINISTRATION OFFICE
1055 MONTEREY STREET, ROOM D-430
SAN LUIS OBISPO, CA 93408
CITY OF ALHAMBRA
111 SOUTH FIRST STREET
ALHAMBRA, CA 91801
THE CITY OF LAGUNA HILLS
24035 EL TORRO ROAD
LAGUNA HILLS, CA 92653
SACRAMENTO MUNICIPAL UTILITY DISTRICT
P.O. BOX 15830
SACRAMENTO, CA 95852
CITY OF CARSON
PO BOX 6234
CARSON, CA 90749

All other terms and conditions remain unchanged.

Authorized Representative



E5.26

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